

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

THOMAS PAGANI,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 3:16-CV-00024
)	
MODUS EDISCOVERY, INC. f/k/a IVIZE)	Judge Graham Mullen
SERVICES, INC., and ABTIN BUERGARI)	
a/k/a ABTIN AKBARI a/k/a ABTIN)	
ABKARI,)	
)	
Defendants.)	

DECLARATION OF RICK SCHMIDT

Pursuant to 28 U.S.C. § 1746, I, Rick Schmidt, hereby declare as follows:

1. I am an adult resident of the State of Georgia.
2. I am the Chief Financial Officer of Modus eDiscovery, Inc. (“Modus”). As Chief Financial Officer, I am responsible for all of Modus’s accounts payable, accounts receivable, and accounting functions. I make this declaration in support of Defendants’ Motion for Summary Judgment. Unless otherwise noted, I have personal knowledge of the facts stated herein, and if called upon to testify, I could and would competently testify thereto.
3. Attached as Exhibit A is a true and correct copy of the Employment Agreement originally entered on January 3, 2006 between the Plaintiff in this action, Thomas Pagani, and Action Legal Document Services of Charlotte, LLC. This Employment Agreement was subsequently assigned to Ivize Services, which later changed its legal name to Modus eDiscovery, Inc.
4. Attached as Exhibit B is a true and correct copy of Modus’s Profit & Loss report for its operations in Charlotte (*i.e.*, what was formerly Action Legal Document Services of

Charlotte, LLC) from January 2006 through December 2012. This report accurately reflects the Profits & Losses for Modus's Charlotte operations, including the Net Sales and losses.

5. Modus suffered losses from its Charlotte operations for at least the 12 months preceding Thomas Pagani's termination. In fact, Modus had losses in Charlotte dating back to June 2011, and losses in most months dating back to at least July 2009.

6. The Net Sales for the Charlotte operations for the six-month period from May 2012 through October 2012 total only \$368,211.15.

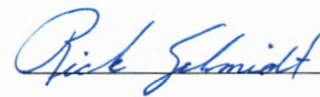
7. The Net Sales for the Charlotte operations for the 12-month period from November 2011 through October 2012 total only \$629,871.99.

8. Modus has a five-member Board of Directors. At all times relevant to the Complaint, Modus observed and maintained corporate formalities, and does so to this day.

9. After reviewing Modus's records, I have found no indication that Pagani is owed any commission payments. Modus has no record of any such earned, unpaid commissions.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 6, 2016

A handwritten signature in blue ink that reads "Rick Schmidt". The signature is written in a cursive style and is positioned above a horizontal line.

Rick Schmidt

Amendment to Employment Agreement

Thomas Pagani (the "Executive") and Ivize Services, Inc. (the "Company") hereby agree to amend the Employment Agreement, dated January 3, 2006, between the Executive and the Company (as successor to Action Legal Document Services of Charlotte, LLC) (the "Agreement") as follows:

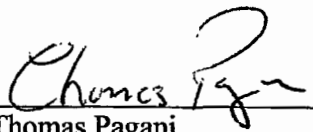
1. Section 4(g) of the Agreement is hereby deleted in its entirety.

2. In consideration of the Executive agreeing to delete Section 4(g) of the Agreement, the Company agrees to pay the Executive a one-time payment of \$1,800, which amount shall be paid by the Company to the Executive within five days of the effective date of this amendment.

This amendment is made and effective as of February 9, 2011.

Ivize Services, Inc.

By: _____
Name: _____
Title: _____



Thomas Pagani

2/9/2011

EXHIBIT

A

EMPLOYMENT AGREEMENT

This Agreement (the "Agreement"), dated as of this ____ day of January 2006, is by and between Action Legal Document Services of Charlotte, LLC (the "Company") and Thomas Pagani (the "Executive").

Introduction

On or about the date hereof, the Company will enter into an Asset Purchase Agreement (the "Asset Purchase Agreement") in which it will acquire substantially all the assets of Action Legal Copy of Charlotte, Inc. (the "Acquired Company"), of which the Executive is currently an employee (the "Acquisition"). The Company desires to retain the services of the Executive on the terms and conditions set forth herein and the Executive wishes to be employed by the Company on such terms and conditions. The Company will not consummate the Acquisition unless it is assured of obtaining the services of the Executive, who will be a key employee of the Company, and critical to its success.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date; Term.** This Agreement shall become effective as of the date hereof. The Company shall employ the Executive, and the Executive will provide services to the Company, for a term commencing as of the closing of the Acquisition (the "Acquisition Date") and continuing until terminated pursuant to Section 9.

2. **Duties.** The Executive will initially serve as the President of the Company and shall have such duties of an executive nature as the manager of the Company (the "Management Company") shall determine from time to time. It is anticipated that the Executive's duties will be consistent with those duties performed by the Executive at the Acquired Company and shall include, but not be limited to, selling to and servicing customers, assuring timely and proper job pick-up and delivery, invoice preparation, job production, and shipment of completed orders to customers, resolving customer problems and complaints, hiring and firing employees, implementing strategic decisions in conjunction with the Management Company, and having general day-to-day responsibility for the Company's business.

3. **Full Time; Best Efforts.** The Executive shall use the Executive's reasonable best efforts to promote the interests of the Company and shall devote the Executive's full business time and efforts to its business and affairs. The Executive shall not engage in any other activity which could reasonably be expected to interfere with the performance of the Executive's duties, services and responsibilities hereunder.

4. **Compensation and Benefits.** During the term of the Executive's employment with the Company under this Agreement, the Executive shall be entitled to compensation and benefits as follows:

(a) **Salary.** The Executive shall receive a monthly salary equal to ten percent (10%) of the Company's monthly Net Sales. As used herein, Net Sales for any month shall be

the sales for the month less the accounts receivable write-offs during such month plus any collections on accounts receivable written off in prior months. Accounts receivable shall be reviewed and doubtful accounts written off on a monthly basis in accordance with generally accepted accounting principles. The Company shall be responsible for calculating the Executive's salary each month, and shall provide the Executive with a statement showing the calculation. If based on a periodic review of Net Sales, the Company determines that the Executive was paid more or less than provided in the preceding sentence, the Company shall notify the Executive in writing of the difference. The amount of any overpayment shall be deducted from, and the amount of any underpayment shall be added to, the Executive's next scheduled monthly payment, unless the Executive's employment has terminated, in which case the Executive shall repay the Company any overpayment, or the Company shall pay the Executive for any underpayment, within ten (10) days after the Executive's receipt of said notice.

(b) **Benefits.** In addition to the salary, the Executive shall be entitled to receive benefits and reimbursement of reasonable business expenses consistent with the past practices of the Acquired Company or in accordance with policies established by the Management Company and approved by the Executive.

(c) **Withholding.** The Company may withhold from any compensation payable to the Executive all applicable federal, state and local withholding taxes.

(d) **Options for Management Company LLC Shares.** The Executive will be awarded options to purchase a number of shares in the Management Company equal to seven tenths of one percent (0.7%) of the number of the Management Company shares outstanding on a fully diluted basis (including such options) on the Acquisition Date. The options will be subject to the terms of an option agreement with the Management Company. Options not yet vested upon the date of termination of the Executive's employment with the Company will lapse unexercised.

(e) **Indemnification.** The Executive shall be entitled to indemnity from the Company for any liability incurred and/or for any act performed by the Executive on behalf of the Company, and/or for any act omitted to be performed on behalf of the Company, except for the Executive's gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

(f) **Driver's License.** The Executive understands it is necessary to drive a car in order for the Executive to properly perform the Executive's duties hereunder. If the Executive's driver's license shall be suspended or revoked, the Executive shall be responsible for his own transportation costs in order to perform his duties during the period of suspension. In no event shall the Executive operate a vehicle without a valid driver's license, or while the Executive's license has been suspended.

(g) Extra Monthly Payments.

(i) Each month during the term of this Agreement, the Company will pay the Employee an amount equal to 3% of the Employee's salary for the month (the "Extra Monthly Payment"); provided, however, the total Extra Monthly Payments for a calendar year (the "Total Payments") shall not exceed the lesser of (1) the total contributions made by the Employee to qualified pension benefit plans during the year (the "Employee Contributions") or (2) the maximum contribution amount that is allowed to be made by an individual to a SIMPLE IRA under Section 408(p) of the Internal Revenue Code of 1986, as amended (the "Contribution Limit").

(ii) At the end of each such calendar year (and, with respect to the year in which the Employee's employment ends, the last day of the Employee's employment with the Company) (the "Applicable Period"), if the Total Payments are less than 3% of the Employee's salary for the Applicable Period, then the Company will pay the Employee an additional amount (the "Additional Payment") sufficient to make the Total Payments equal to 3% of the Employee's salary for the Applicable Period; provided, however, in no event shall the Total Payments exceed the Employee Contributions or Contribution Limit.

(iii) Promptly after the end of each calendar year in which the Employee Contributions are the maximum amount permitted to be made on a tax deferred basis (including the year in which the Employee's employment ends), the Company will pay the Employee a gross up amount equal to (x) the applicable taxes ("Taxes") required to be paid by the Employee with respect to the Total Payments and Additional Payment for such calendar year divided by (y) 1 minus the Employee's combined federal and state Tax rate for such calendar year (the "Gross Up Amount").

(iv) The Company agrees that, during the term of this Agreement, it will sponsor a qualified pension benefit plan that includes a pre-tax deferral feature. If the Company fails to establish such a qualified plan in which the Employee may participate on or before March 1, 2006, the Company shall make the following payments to the Employee: Each month that the Company has failed to sponsor such a plan the Company will pay the Employee the Extra Monthly Payment; provided, that the sum of such payments under this paragraph for any calendar year will not exceed the Contribution Limit for such year. In addition, promptly after the end of each such calendar year (including the year in which the Employee's employment ends), the Company will pay the Employee a Gross Up Amount that is calculated in accordance with the formula in the preceding paragraph on the amount of the Extra Monthly Payments that are described in this paragraph.

5. Confidentiality; Intellectual Property.

(a) The Executive will not at any time directly or indirectly use, disclose, or divulge any Confidential Information (as hereinafter defined), except as required in connection with the performance of the Executive's duties for the Company, and except to the extent required by law (but only after the Executive has provided the Company with reasonable notice and opportunity to take action against any legally required disclosure). "Confidential

Information” means all trade secrets and all information of a business, financial, marketing, technical or other nature relating to the business of the Company including, without limitation, any customer or vendor lists, prospective customer names, financial statements and projections, know-how, pricing policies, operational methods, methods of doing business, technical processes, formulae, designs and design projects, inventions, computer hardware, software programs, business plans and projects pertaining to the Company and including any information of others that the Company has agreed to keep confidential; provided, however, that Confidential Information shall not include any information that has entered or enters the public domain through (i) no fault of the Executive and (ii) no breach by any other current or former employee of his/her confidentiality obligations to the Company.

(b) Upon the Executive’s termination of employment, and upon the Company’s request at any time and for any reason, the Executive shall immediately deliver to the Company all materials (including all electronic and hard copies) in the Executive’s possession which contain or relate to trade secrets belonging to the Company and/or Confidential Information.

(c) All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein (collectively, the “Developments”) made by the Executive, either alone or in conjunction with others, at any time or at any place during the Executive’s employment with the Company, whether or not reduced to writing or practice during such period of employment, which relate to the business in which the Company is engaged or in which the Company intends to engage, shall be and hereby are the exclusive property of the Company without any further compensation to the Executive. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by the Executive are intended to be “work made for hire” as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are the property of the Company.

(d) The Executive shall promptly disclose any Developments to the Company. If any Development is not the property of the Company by operation of law, this Agreement or otherwise, the Executive will, and hereby does, assign to the Company all right, title and interest in such Development, without further consideration, and will assist the Company and its nominees in every way, at the Company’s expense, to secure, maintain and defend the Company’s rights in such Development. The Executive shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United States or any foreign country which the Company desires to file and relates to any Development. The Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as such Executive’s agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive the Executive’s death or incapacity), to act for and in the Executive’s behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or such other similar documents with the same legal force and effect as if executed by the Executive.

6. Non-competition.

(a) The Executive agrees that until the later of (i) four years after the Acquisition Date or (ii) eighteen (18) months following the termination of the Executive's employment with the Company, whether or not under this Agreement and irrespective of whether Employee resigns or is terminated either with or without cause, the Executive will not, directly or indirectly, individually or as a stockholder, partner, member, owner, manager, employee, consultant or otherwise:

(i) engage in or assist any other Person to engage in the Business (as defined below) within the Restricted Area (as defined below); or

(ii) solicit or endeavor to entice away from the Company, or offer employment or a consulting position to, or otherwise interfere with the business relationship of the Company, with, any person who is, or was within the one-year period prior thereto, a customer or employee of, consultant or supplier to, or other person having material business relations with, the Company.

(b) Definitions.

(i) As used herein, the terms "Person," "Action Legal Company" and "Action Legal Companies" shall have the meanings set forth in the Asset Purchase Agreement.

(ii) As used herein, the "Business" shall mean providing some or all of the document copying, imaging, coding, and other support services, or other services offered by any of the Action Legal Companies as of the last date the Executive is employed by the Company.

(iii) As used herein, the "Restricted Area" means the (i) city of Charlotte; (ii) the county of Mecklenburg; (iii) anywhere else within a 50 mile radius of any place within or outside the United States where the Company has a location engaged in the Business as of the last date the Executive is employed by the Company, or (iv) within a 50 mile radius of any "Identified Expansion Opportunity." For the purposes of this provision, if the Company notifies the Executive (while the Executive is employed by the Company) that the Company is considering opening a new Business location in a city otherwise outside the Restricted Area, the city specified in such notice shall be considered an "Identified Expansion Opportunity" for a period of 2 years from the date of such notice, or until such earlier time as the Company notifies the Executive that such location is no longer under consideration; provided, however, that regardless of how many locations may be under consideration at any one time, the Company shall not be entitled to designate as Identified Expansion Opportunities for the purposes of this provision more than 5 cities where it is not in active negotiations for the establishment or acquisition of a new Business location. Notwithstanding the foregoing, if at any time the Company shall close its Business location in the city of Charlotte, the city of Charlotte and county of Mecklenburg shall cease to be included in the Restricted Area.

7. Remedies. Without limiting the remedies available to the Company, the Executive acknowledges that a breach of any of the covenants contained in Sections 5 or 6 herein will result in irreparable injury to the Company for which there might be no adequate remedy at

law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary injunction and a permanent injunction restraining the Executive from engaging in any activities prohibited by Sections 5 or 6 herein or such other equitable relief as may be required to enforce specifically any of the covenants of Sections 5 or 6 herein. For purposes of Sections 4(e), 5 (but only as it relates to the Business), 6, 7, and 9 of this Agreement, the term "Company" shall include the Company, the Management Company, each of their affiliated companies (including all Action Legal Companies, as that term is defined in the Asset Purchase Agreement), subsidiaries and parent companies, and their respective successors and assigns.

8. Review of Agreement; Reasonable Restrictions. The Executive (a) has carefully read and understands all of the provisions of this Agreement and has had the opportunity for this Agreement to be reviewed by counsel, (b) is voluntarily entering into this Agreement, (c) has not relied upon any representation or statement made by the Company (or its affiliates, equity holders, agents, representatives, employees or attorneys) with regard to the subject matter or effect of this Agreement, which representation is not contained herein, (d) acknowledges that the duration, geographical scope and subject matter of Sections 5, 6, and 7 of this Agreement are reasonable and necessary to protect the goodwill, customer relationships, legitimate business interests and Confidential Information of the Company and its affiliates, and that the Company would not have entered into the Purchase Agreements without the benefit of such provisions, and (e) will be able to earn a satisfactory livelihood without violating this Agreement.

9. Termination of Employment. The Executive's employment with the Company may be terminated at any time by the Executive, with or without Good Reason (as defined below), or by the Company with or without Cause (as defined below), or in the event of the death or disability of the Executive. Upon termination, the Company and Executive shall have the rights set forth in Section 10.

(a) Final Paycheck. As soon as reasonably practicable following termination, but no later than 30 days after termination, the Executive shall receive a final paycheck based on the Net Sales through the date of termination; provided that for the purposes of calculating the final paycheck, all reserves for doubtful accounts as of the date of termination (the "Reserves") shall be treated as written off on the date of termination.

(b) Final Settlement. Within 180 days of the Executive's termination, the Company shall provide the Executive with a notice (the "Final Settlement Notice") of the Reserves, the actual write-offs of accounts receivable that were outstanding as of the date of the Executive's termination and the collection after the Executive's termination of accounts receivable written off prior to his termination. If the Reserves minus the actual write-offs plus such collections, as set forth in the Final Settlement Notice, is positive, the Company shall pay the Executive 10% of such amount, and if it is negative, the Executive shall reimburse the Company for 10% of such amount. All payments shall be made within 10 days of the date of the Final Settlement Notice.

(c) Severance. If the Executive's employment is terminated by the Company without Cause (other than in the case of death or disability), or by the Executive with Good

Reason, the Executive shall be entitled to receive severance for an 18 month period at a monthly rate equal to his average salary for the 6 calendar months preceding the month in which such termination occurs. If the Executive's employment is terminated by the Company for Tier 3 Cause, the Executive shall be entitled to receive severance for a 9 month period if the termination is within 2 years from the date hereof, otherwise for a 6 month period, in either case at a monthly rate equal to his average salary for the 3 calendar months preceding the month in which such termination occurs. If the Executive's employment is terminated by the Company for Tier 4 Cause, the Executive shall be entitled to receive severance for a 12 month period at a monthly rate equal to his average salary for the 6 calendar months preceding the month in which such termination occurs. If the Executive's employment is terminated by the Executive without Good Reason, or by the Company for Tier 1 Cause or Tier 2 Cause, or as a result of the Executive's death or disability, the Executive shall not be entitled to any severance. Notwithstanding the foregoing, if the Company shall determine to go out of business and shall cease all operations other than as necessary for an orderly winding down of its business, it shall not be required to make any further severance payments.

(d) Definitions.

(i) As used in herein, "Tier 1 Cause" means that the Executive has (a) committed a material breach of this Agreement, which breach, if curable, is not cured within 15 days after written notice to the Executive thereof, (b) committed three or more material breaches of this Agreement in any 12 month period, (c) engaged in insubordination or willful misconduct related to the affairs of the Company or an affiliated company which is not cured within 15 days after written notice to the Executive, (d) embezzled, paid bribes or kickbacks, engaged in sexual harassment, falsified accounting records or engaged in similar dishonest or unlawful conduct relative to the Company or an affiliated company, or (e) been convicted of or pleaded nolo contendere to any felony; "Tier 2 Cause" means that (x)(a) the Net Sales from the Company's operations, during the most recent six calendar months ended at least 20 days prior to the date as of which Tier 2 Cause is to be determined, were less than \$397,475.50 (35% below the trailing six months revenue as of the Acquisition Date) or (b) the Net Sales from the Company's operations, during the most recent twelve calendar months ended at least 20 days prior to the date as of which Tier 2 Cause is to be determined, were less than \$753,315 (25% below the trailing twelve months revenue as of the Acquisition Date), and (y) the Company had losses (determined in accordance with generally accepted accounting principles) for such six calendar month period or twelve calendar month period, as applicable; "Tier 3 Cause" means that (a) the Net Sales from the Company's operations, during the most recent six calendar months ended at least 20 days prior to the date as of which Tier 3 Cause is to be determined, was less than \$458,625.58 (20% below the trailing six months revenue as of the Acquisition Date) and (b) after the Executive has been given an opportunity to discuss the situation with the Management Company, the Management Company believes in good faith that the Executive's performance was a substantial contributing factor to the Net Sales shortfall; "Tier 4 Cause" means that in a situation not encompassed within the other definitions of Cause, the Management Company, after discussing the situation with the Executive, has determined in good faith based on the Management Company's evaluation of the Executive's performance that termination of the Executive is in the best interests of the Company; and "Cause" means Tier 1 Cause, Tier 2 Cause, Tier 3 Cause and/or Tier 4 Cause.

(ii) As used in herein, "Good Reason" means (x) a material reduction in the Executive's position, duties, responsibilities or status as President of the Company, provided the Executive has notified the Company in writing of any change that he considers to be such a material reduction and the Company has not rescinded such change within 15 days after receipt of such notice, (y) the relocation of Employee, without his consent, to a location outside a fifty (50) mile radius of Charlotte, NC, or (z) a material breach of this Agreement by Company that is not cured within 15 days of notice from the Executive of such breach or, if cured, recurs.

10. Repurchase of Stock and Note.

(a) Termination.

(i) If the Executive's employment with the Company is terminated for any reason whatsoever, the Company shall have the right, which it may assign to a third party, to purchase from the Executive or his personal representatives, estate or heirs, as the case may be, any or all shares of the Company then owned by the Executive and the Convertible Note, if it has not then been converted (all such shares, together with the Convertible Note, the "Executive's Ownership Interest"). In addition, if the Executive's employment with the Company is terminated by the Company other than for Cause, or by the Executive for Good Reason, the Executive shall have the right to require the Company to purchase the Executive's Ownership Interest.

(ii) The Company (or its assignee) may exercise its right to purchase the Executive's Ownership Interest by written notice of such exercise to the Executive or his personal representatives, estate or heirs, as the case may be, at the Executive's last known address in accordance with the notice provision set forth in Section 14, in each case within 360 days after the termination of his employment with the Company. If the Company exercises such right and the Convertible Note is then outstanding, the Executive or his personal representatives, heirs or estate, as the case may be, may convert the Convertible Note until 15 days after the date of the Company's notice of exercise.

(iii) The Executive may exercise his right to require the Company to purchase the Executive's Ownership Interest by written notice of such exercise to the Company in accordance with the notice provision set forth in Section 14, within 30 days after the termination of his employment.

(iv) If the Company elects to purchase the Executive's Ownership Interest, or the Executive elects to require the Company to purchase the Executive's Ownership Interest, the Executive or his personal representatives, heirs or estate, as the case may be, shall deliver to the Company the Convertible Note, if it is then outstanding, and all shares owned by the Executive, free of all liens, pledges, security interests, adverse claims or encumbrances, within 15 days after the date of the respective notice of exercise and the Company shall promptly thereafter pay the purchase price therefor, which shall be:

- a) if the Convertible Note is then outstanding and has not been converted, the aggregate purchase price for the Executive's Ownership Interest shall be equal to the principal and accrued interest on the Convertible Note;
- b) if (i) the Convertible Note has been converted, (ii) the Executive terminates his employment more than three years from the Acquisition Date, and (iii) the Executive has provided 6 months' prior notice to the Company and agreed to remain with the Company for those 6 months to aid in the transition process, then the purchase price shall be the fair market value (the "Fair Market Value") of the Executive's Ownership Interest at the time of Company's notice to purchase the Executive's Ownership Interest (but giving effect to any conversion of the Convertible Note within 15 days thereafter), determined by mutual agreement of the Company and the Executive, or otherwise determined as provided in Section 10(a)(v);
- c) if (i) the Convertible Note has been converted and (ii) the termination of the Executive's employment is by the Company other than for Cause, or by the Executive for Good Reason, then the purchase price shall be the Fair Market Value of the Executive's Ownership Interest at the time of notice to the Company that it must purchase the Executive's Ownership Interest, determined by mutual agreement of the Company and the Executive or his estate, or otherwise determined as provided in Section 10(a)(v);
- d) in any other case, if the Convertible Note has been converted, the aggregate purchase price for the Executive's Ownership Interest shall be an amount equal to the unpaid principal and accrued interest on the Convertible Note at the time of its conversion, minus all distributions on the Liquidity Event Shares issued upon such conversion.

If the Executive has converted, or plans to convert, the Convertible Note prior to the purchase of the Executive's Ownership Interest and elects to receive the Fair Market Value rather than a purchase price based on the principal and interest on the Convertible Note, he shall notify the Company of such election not later than 10 days after receipt of the Company's notice of its election to purchase the Executive's Ownership Interest, or shall so state in his notice to the Company of his election to require the Company to purchase the Executive's Ownership Interest; and in that case, the purchase price shall be the Fair Market Value as hereinafter determined, whether higher or lower than the purchase price determined based on the principal and interest on the Convertible Note.

(v) For the purposes of Section 10(a)(iii) above, if the Company and the Executive have not otherwise agreed on the Fair Market Value, the Company shall give the Executive a written notice setting forth the Company's determination of Fair Market Value (the "Initial Notice"). In order for the Executive to determine if the Company's calculation of Fair Market Value is reasonable, the Initial Notice shall include the details of the Company's determination of Fair Market Value, a balance sheet of the Company as of the termination date

and an income statement and statement of cash flows for the 12 month period ending on the termination date. In determining Fair Market Value, neither party shall make any discounts for illiquidity, non-control, or minority interest. Within 10 business days after receipt of the Initial Notice, the Executive may give the Company a written notice setting forth the Executive's determination of Fair Market Value (the "Executive's Notice"); otherwise the Executive shall be deemed to have agreed to the Fair Market Value as set forth in the Initial Notice. If the Company does not agree with the Fair Market Value set forth in the Executive's Notice, within 5 days after receipt thereof, the Company shall give the Executive a written notice setting forth the Company's determination of Fair Market Value (the "Company's Notice"); otherwise the Company shall be deemed to have agreed to the Fair Market Value set forth in the Executive's Notice. If within 5 days thereafter the parties have not reached agreement, whether by one party accepting the other's determination or by compromise, the parties shall resolve the matter by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as follows. The arbitration shall be conducted in North Carolina before a single arbitrator, experienced in valuing businesses. The parties shall present the arbitrator with a copy of the Executive's Notice and the Company's Notice, and such information as they may deem appropriate relative to the value of the shares as of the date of the Company's Notice. The arbitrator shall specify in the award a Fair Market Value of the shares, which shall be either the Fair Market Value in the Company's Notice or the Fair Market Value in the Executive's Notice, whichever the arbitrator considers to be closer to the true fair market value. The arbitrator shall not be authorized to resolve the dispute in any other way.

(b) **Involuntary Transfer.** Upon the occurrence of an Involuntary Transfer (as defined below) of shares or the Convertible Note owned by the Executive, the Executive, within 60 days following the Involuntary Transfer (the "Repurchase Period"), shall have an obligation to purchase, and the transferee shall have an obligation to sell, all of the shares which were subject to such Involuntary Transfer and which the Executive owned immediately prior to such Involuntary Transfer, including without limitation any shares issued upon conversion of the Convertible Note, (the "Transfer Shares") from the transferee and shall purchase any portion of the Convertible Note which was transferred (the "Transfer Note"). Should the Executive fail to repurchase the Transfer Shares and Transfer Note within the Repurchase Period the Company shall have the option, exercisable for a period of 60 days after receiving notice that the Executive failed to repurchase the Transfer Shares and Transfer Note within the Repurchase Period, to purchase all of the Transfer Shares from the transferee on behalf of the Executive and to purchase the Transfer Note from the transferee on behalf of the Executive. Any purchases made by the Company on behalf of the Executive shall be a debt owed by the Executive to the Company and shall accrue interest the applicable federal rate published by the Internal Revenue Service for obligations of like maturity. Any purchase of Transfer Shares, by the Executive or the Company, shall be at a purchase price of \$1 per Transfer Share. Any purchase of the Transfer Note shall be at the principal amount of the Transfer Note, which payment shall constitute payment in full. As used herein, "Involuntary Transfer" shall mean any transfer (or purported transfer) as a result of the bankruptcy of the Executive or other order of a court having jurisdiction (whether pursuant to a dissolution of marriage or otherwise).

(c) **Payment Terms.** Payment for the Executive's Ownership Interest, any Transfer Shares or the Convertible Note purchased by the Company pursuant to subsections (a) or (b) above shall be in the form of a promissory note (the "Repurchase Note") from the

Company to the Executive (or his personal representatives, estate or heirs, as the case may be) having an original principal amount equal as defined in subsections (a) or (b) above, as applicable. For all purchases hereunder, the Repurchase Note shall provide for three (3) equal annual installments of principal and interest with the unpaid principal accruing interest at a rate equal to the prime rate plus 1%. Any Repurchase Note issued by the Company shall be junior and subordinate in right of payment to all now or hereafter outstanding indebtedness and obligations of the Company, other than ordinary trade payables and accrued expenses, which the Company at any time shall determine and designate as being prior and senior to any promissory note executed hereunder including, without limitation, the Company's present or future obligations to secured lenders. The holders of any Repurchase Note issued by the Company hereunder shall execute a debt subordination agreement, in form and substance satisfactory to the Company, and any and all other documents requested by the Company to effect the above described subordination. Notwithstanding the foregoing, (i) the Company shall not make any distributions or payments to any member of the Company or any affiliated company of the Company or any member of the Company, including the Management Company, so long as the Repurchase Note is outstanding, except for distributions to the Management Company that are passed through to lenders as debt service and tax distributions (based on the Company's taxable income and marginal tax rates) to the members taxed on the Company's income, and (ii) the Repurchase Note shall become immediately due and payable upon any liquidity type event.

11. Key Person Life Insurance. The Executive acknowledges that the Company wishes to purchase insurance on the life of the Executive, the proceeds of which would be payable to the Company or an affiliate of the Company. The Executive hereby consents to such insurance and agrees to submit to any medical examination and release of required medical records to the insurance company selected to provide such insurance.

12. Survival of Provisions. The provisions of Sections 4 (with respect to amounts not paid (including unreimbursed expenses) prior to termination and with respect to the indemnification provisions in Section 4(e)), 5 through 10 and 12 through 23 of this Agreement shall survive the termination of the Executive's employment with the Company, and shall continue thereafter in full force and effect in accordance with their terms.

13. Enforceability, etc. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

14. Notices. Any notice, demand or other communication given pursuant to this Agreement shall be in writing and shall be personally delivered, sent by nationally recognized overnight courier or express mail, or mailed by first class certified or registered mail, postage prepaid, return receipt requested as follows:

(a) If to the Executive:

Thomas Pagani
8516 Headford Road
Charlotte, NC 28277

(b) If to the Company:

128 S. Tryon St., Suite 800
Charlotte, NC 28202
Attention: Joel Milne

with copies to:

Choate, Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attention: Roslyn G. Daum, Esq.

or at such other address as may have been furnished by such person in writing to the other party.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to its conflict-of-laws provisions.

16. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument signed by the Company and the Executive. No waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

17. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns, except that the rights and obligations of the Executive hereunder are personal and may not be assigned without the Company's prior written consent. Any assignment of this Agreement by the Company shall not be considered a termination of the Executive's employment.

18. Entire Agreement. This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby and replaces and supersedes all other agreements and understandings relating hereto and to the Executive's employment.

19. Counterparts. This Agreement may be executed in counterparts, including counterpart signature pages or counterpart facsimile signature pages, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

20. No Conflicting Agreements. The Executive represents and warrants to the Company that the Executive is not a party to or bound by any confidentiality, non-competition, nonsolicitation, employment, consulting or other agreement or restriction which could conflict with, or be violated by, the performance of the Executive's duties to the Company or obligations under this Agreement.

21. Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement.

23. Notification of New Employer. In the event that the Executive is no longer an employee of the Company, the Executive consents to notification by the Company to the Executive's new employer or its agents regarding the Executive's rights and obligations under this Agreement. For the purposes of this provision, for so long as the Executive has any ongoing rights or obligations under this Agreement, the Executive agrees to provide contact information for the Executive's new employer within 10 days of starting a position with such new employer.

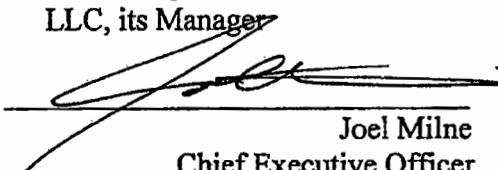
[Remainder of page intentionally left blank.]

This Agreement has been executed and delivered as a sealed instrument as of the date first above written.

**ACTION LEGAL DOCUMENT SERVICES OF
CHARLOTTE, LLC**

BY: Action Legal Document Services,
LLC, its Manager

BY: _____


Joel Milne
Chief Executive Officer

EXECUTIVE:

Thomas Pagani

[Signature page to Pagani Employment Agreement]

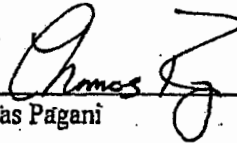
This Agreement has been executed and delivered as a sealed instrument as of the date first above written.

**ACTION LEGAL DOCUMENT SERVICES OF
CHARLOTTE, LLC**

BY: Action Legal Document Services,
LLC, its Manager

BY: _____
Joel Milne
Chief Executive Officer

EXECUTIVE:



Thomas Pagani

[Signature page to Pagani Employment Agreement]

SPOUSAL CONSENT

The undersigned spouse of the Executive, being first fully advised concerning the financial condition of my spouse and the Company, and having been advised to retain separate representation by counsel of my own choosing with respect to execution of the attached Employment Agreement between Thomas Pagani and Action Legal Document Services of Charlotte, LLC, and having done so or declined to do so, and having read and understood this Agreement, do hereby agree and consent to all of its terms, including, without limitation: (i) any disposition made in or pursuant to such Agreement of any interest I may now or hereafter have in the Executive's Ownership Interest through marital property, divorce decree or otherwise; and (ii) the provisions set forth in Section 10 of the Agreement.

Dated as of the date
first written above

Sign: Judy S. Pagani

Print: Judy S Pagani

[In The Alternative]

SHAREHOLDER CERTIFICATION

I, the undersigned, certify that I am not married as of the date first written above.

Thomas Pagani

IVIZE Services, Inc. - Charlotte

Profit & Loss

January 2006 through December 2013

	Jan 06	Feb 06	Mar 06
Ordinary Income/Expense			
Income			
Other Income			
Uncategorized Income			
4000 - Sales	95,235.23	101,166.90	100,026.39
Total Income	95,235.23	101,166.90	100,026.39
Cost of Goods Sold			
5100 - Equipment Leases			
5110 - Equipment Maintenance	6,138.87	1,320.92	3,838.27
5120 - Outsourced Services			
5130 - Produced at SDG			
5140 - Paper	7,070.10	3,970.22	3,834.42
5150 - Production Supplies	3,406.85	8,492.17	13,738.04
5160 - Software Licenses			
5200 - Production Payroll	16,180.83	14,503.31	26,846.72
Total COGS	32,796.65	28,286.62	48,257.45
Gross Profit	62,438.58	72,880.28	51,768.94
Expense			
Bank Audit Fee			
HPC Loan Fees			
Uncategorized Expense			
6010 - Advertising			641.60
6020 - Automobile Expense	1,808.80	1,222.74	415.00
6030 - Bad Debt			
6040 - Bank Service Charges	194.78	(17.00)	47.25
6060 - Contract Labor			
6090 - Depreciation	3,200.00	3,200.00	3,200.00
6210 - Donations			
6220 - Discounts			
6230 - Dues & Subscriptions			
6290 - Impairment of Goodwill			
6300 - Insurance	2,138.90	2,565.49	2,314.36
6400 - Interest Expense	7,552.60	7,463.07	13,117.46
6510 - Leadership Meetings			
6520 - Licenses and Misc.Taxes			
6530 - Marketing	438.17	1,817.61	909.01
6580 - Meals/Entertainment-Non Travel	625.00		
6600 - Office Expenses	5,746.67	5,746.67	5,846.09
6640 - Office Equip & Software	235.06	577.25	271.24
6650 - Office Equipment Rental	661.13		111.43
6660 - Office Supplies	1,390.58	352.92	214.39
6700 - Payroll - Non-Production	13,452.93	13,140.29	10,302.72

6800 · Payroll Service			
6810 · Postage and Delivery	4,065.36	5,110.33	1,262.81
6820 · Professional Development			
6830 · Professional Fees			
6880 · Recruiting			
6900 · Travel	1,366.75	292.83	105.66
6950 · Sales Tax Expense			
6960 · Telecommunications	401.26	517.82	525.91
6999 · Management Fees	7,619.00	8,093.00	8,003.00
Total Expense	50,896.99	50,083.02	47,287.93
Net Ordinary Income	11,541.59	22,797.26	4,481.01
Other Income/Expense			
Other Expense			
Pre-2009 A/R write-off			
Pre-Acquisition A/R write-off			
7030 · Other Expense			
7050 · Transaction Fees Azalea Purch			
7070 · State Income Tax Expense			
7090 · Bonus-Retention Program			
Total Other Expense			
Net Other Income			
Net Income	11,541.59	22,797.26	4,481.01

<u>Apr 06</u>	<u>May 06</u>	<u>Jun 06</u>	<u>Jul 06</u>
0.20			(0.20)
<u>113,425.65</u>	<u>106,222.11</u>	<u>114,085.64</u>	<u>96,628.70</u>
113,425.85	106,222.11	114,085.64	96,628.50
661.13			661.13
6,060.21	10,456.68	9,625.91	9,840.77
4,413.15	4,845.98	1,792.85	3,218.88
14,785.94	12,223.06	15,212.49	10,580.46
	187.19		
<u>21,933.05</u>	<u>23,472.35</u>	<u>26,174.48</u>	<u>24,401.14</u>
<u>47,853.48</u>	<u>51,185.26</u>	<u>52,805.73</u>	<u>48,702.38</u>
65,572.37	55,036.85	61,279.91	47,926.12
304.50			679.00
1,707.81	733.15	2,941.00	1,236.85
38.81	105.69	15.00	102.09
3,200.00	3,200.00	3,200.00	3,200.00
2,493.56	1,756.94	2,110.91	2,038.62
9,617.17	10,225.50	10,068.71	9,416.04
62.25	400.00	1,110.00	
592.83	381.95	1,638.33	662.43
143.60			
5,746.67	5,746.67	5,845.65	5,845.65
311.57	467.90	208.92	597.22
	1,546.42		
990.68	213.93	36.00	509.75
13,876.41	10,121.32	11,663.13	9,163.08

5,609.40	5,371.83	5,293.53	417.68
275.28	185.67	531.16	293.53
1,161.65	538.57	566.71	540.71
10,012.00	8,497.77	9,126.85	6,719.93
<u>56,144.19</u>	<u>49,493.31</u>	<u>54,355.90</u>	<u>41,422.58</u>
9,428.18	5,543.54	6,924.01	6,503.54

<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>9,428.18</u>	<u>5,543.54</u>	<u>6,924.01</u>	<u>6,503.54</u>

<u>Aug 06</u>	<u>Sep 06</u>	<u>Oct 06</u>	<u>Nov 06</u>	<u>Dec 06</u>
<u>142,700.42</u>	<u>103,431.24</u>	<u>100,926.84</u>	<u>86,013.66</u>	<u>70,479.39</u>
142,700.42	103,431.24	100,926.84	86,013.66	70,479.39
		661.13		
10,544.03	3,809.62	9,028.27	2,254.48	5,409.81
		1,782.30		
3,999.17	4,605.39	4,147.24	2,631.94	3,151.03
6,249.02	6,213.21	7,166.53	4,973.45	4,505.86
187.19	1,373.75		187.19	
<u>26,891.74</u>	<u>23,975.46</u>	<u>23,532.29</u>	<u>19,295.86</u>	<u>21,340.42</u>
<u>47,871.15</u>	<u>39,977.43</u>	<u>46,317.76</u>	<u>29,342.92</u>	<u>34,407.12</u>
94,829.27	63,453.81	54,609.08	56,670.74	36,072.27
			520.00	
515.86	1,660.20	3,644.12	1,013.80	995.80
15.60	20.10	47.00	112.33	20.40
3,200.00	3,200.00	3,200.00	3,200.00	3,200.00
1,365.99	2,419.41	2,145.56	1,261.74	2,118.44
10,564.15	9,796.22	9,433.67	9,175.43	10,807.80
429.78				
825.07	541.50	878.54	1,715.67	3,829.84
	446.62	588.43	379.88	511.13
5,845.65	5,440.42	5,845.65	5,873.59	5,345.65
112.87	79.95	17.34	49.99	414.96
		30.09	30.09	30.02
		232.67	67.25	136.51
14,601.90	10,162.80	12,289.90	10,130.39	11,910.09

			111.91	174.88
542.59	4,822.81	1,371.92	571.75	4,349.76
	5.00	142.00	40.00	653.33
479.11	218.20		84.59	
558.55	493.55	651.23	1,162.30	680.19
11,416.03	8,274.57	8,074.15	6,881.09	5,648.03
<u>50,473.15</u>	<u>47,581.35</u>	<u>48,592.27</u>	<u>42,381.80</u>	<u>50,826.83</u>
44,356.12	15,872.46	6,016.81	14,288.94	(14,754.56)

<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>44,356.12</u>	<u>15,872.46</u>	<u>6,016.81</u>	<u>14,288.94</u>	<u>(14,754.56)</u>

<u>Jan 07</u>	<u>Feb 07</u>	<u>Mar 07</u>	<u>Apr 07</u>
	0.02		0.01
101,106.13	100,022.49	123,231.80	107,261.72
101,106.13	100,022.51	123,231.80	107,261.73
659.59	994.32	1,090.69	1,653.91
6,315.72	13,342.27	5,816.13	5,986.08
		8,852.04	75.00
4,037.23	4,727.26	5,426.27	3,110.15
9,917.91	7,357.95	5,141.70	5,422.67
	187.19		686.87
22,741.61	22,641.62	32,775.55	33,073.36
43,672.06	49,250.61	59,102.38	50,008.04
57,434.07	50,771.90	64,129.42	57,253.69
		677.90	
1,655.00	4,347.40	1,923.05	1,939.46
127.98	15.00	22.70	86.53
3,200.00	3,200.00	3,200.00	3,200.00
		1.95	
2,069.14	2,033.63	1,834.41	2,472.07
9,444.83	8,528.16	10,713.97	8,963.36
67.25			205.00
1,265.07	2,918.66	1,246.66	6,198.73
1,717.60	1,382.42	2,875.22	1,322.72
6,845.65	5,857.77	5,601.71	6,994.25
456.51	319.97	173.96	
34.31		68.62	
1,305.42	1,639.09	152.10	99.87
13,870.50	13,296.24	15,939.70	12,396.01

	300.62	159.37	187.68
831.00	4,517.66	1,539.39	1,179.54
	868.69		984.00
1,392.79	234.41	1,297.20	18.00
778.25	631.88	963.92	850.89
8,088.49	8,001.80	9,858.54	7,729.62
<u>53,149.79</u>	<u>58,093.40</u>	<u>58,250.37</u>	<u>54,827.73</u>
4,284.28	(7,321.50)	5,879.05	2,425.96
			1,035.40
<u> </u>	<u> </u>	<u> </u>	<u>1,035.40</u>
<u> </u>	<u> </u>	<u> </u>	<u>(1,035.40)</u>
<u>4,284.28</u>	<u>(7,321.50)</u>	<u>5,879.05</u>	<u>1,390.56</u>

<u>May 07</u>	<u>Jun 07</u>	<u>Jul 07</u>	<u>Aug 07</u>	<u>Sep 07</u>
(0.03)				
<u>149,188.03</u>	<u>115,766.86</u>	<u>120,989.54</u>	<u>141,704.08</u>	<u>165,529.49</u>
149,188.00	115,766.86	120,989.54	141,704.08	165,529.49
994.32		659.59		
5,650.27	8,909.15	947.03	13,534.53	2,440.16
13,662.78	3,164.87	11,875.18	13,742.91	17,737.88
4,305.88	3,121.33	4,732.26	6,012.25	1,736.78
13,048.02	5,553.73	6,566.81	8,766.70	5,757.73
187.19			187.19	1,373.75
<u>38,376.29</u>	<u>42,628.39</u>	<u>43,055.57</u>	<u>38,658.90</u>	<u>36,989.50</u>
<u>76,224.75</u>	<u>63,377.47</u>	<u>67,836.44</u>	<u>80,902.48</u>	<u>66,035.80</u>
72,963.25	52,389.39	53,153.10	60,801.60	99,493.69
	50.00	275.00	275.00	313.38
2,917.38	2,268.65	2,493.04	1,452.09	1,785.59
174.53	25.85	19.90	22.70	109.88
3,200.00	3,200.00	3,200.00	3,200.00	3,200.00
	150.00			
	175.00			
2,895.78	2,402.07	2,925.90	3,849.56	2,905.78
9,425.62	10,009.75	9,304.14	9,480.19	9,334.75
	966.92			2,205.48
2,316.86	2,497.85	1,280.00	1,106.53	3,375.66
934.96	1,944.49	1,389.26	866.85	1,982.61
5,601.71	6,584.99	10,460.61	2,383.26	3,651.70
252.98	1,146.94	212.67	522.76	561.68
68.62	111.06			
(189.86)	656.08	847.93	722.88	1,804.30
17,755.70	15,831.54	14,882.04	17,432.68	19,744.30

181.65	179.12	214.63	204.03	273.28
6,506.17	2,052.39	3,836.36	774.06	1,396.00
	295.00		1,382.74	
842.86	1,071.43	1,000.00	1,152.15	714.28
(295.24)	(106.13)	99.00	377.87	1,135.97
906.64	1,466.45	1,000.82	478.61	2,026.45
11,012.27	9,261.35	9,690.37	8,502.25	9,822.74
<u>64,508.63</u>	<u>62,240.80</u>	<u>63,131.67</u>	<u>54,186.21</u>	<u>66,343.83</u>
8,454.62	(9,851.41)	(9,978.57)	6,615.39	33,149.86

<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>8,454.62</u>	<u>(9,851.41)</u>	<u>(9,978.57)</u>	<u>6,615.39</u>	<u>33,149.86</u>

<u>Oct 07</u>	<u>Nov 07</u>	<u>Dec 07</u>	<u>Jan 08</u>
120,514.33	127,335.26	128,854.43	120,390.43
120,514.33	127,335.26	128,854.43	120,390.43
659.59			
1,494.73	4,617.50	21,517.34	2,661.92
12,917.31	9,210.52	2,747.13	22,876.06
6,256.11	621.73	861.99	2,154.19
7,757.18	4,111.91	17,391.41	5,073.82
40,503.03	33,216.40	36,153.35	34,473.94
69,587.95	51,778.06	78,671.22	67,239.93
50,926.38	75,557.20	50,183.21	53,150.50
874.02	305.00	305.00	
1,139.79	2,519.74	2,916.69	1,565.07
23.05	41.60	103.58	37.75
3,200.00	3,200.00	(5,003.47)	3,200.00
			1,000.00
410.00			
3,026.92	2,449.34	3,338.22	2,057.04
9,681.98	9,156.03	10,335.95	9,270.08
		391.00	
683.08	1,188.54	2,260.43	5,600.21
1,092.42	2,423.30	909.31	1,075.22
(1,389.52)	4,047.96	3,109.98	4,047.96
209.67	22.33	87.40	22.33
104.20			
211.66	624.99	684.78	587.41
19,708.63	15,463.51	16,412.52	15,841.58

184.02	261.44	339.56	386.33
9,275.13	2,336.68	(3,408.34)	4,651.26
1,000.00	544.65	1,176.43	406.25
	187.69	292.16	1,569.91
996.62	2,590.31	1,566.13	432.65
7,211.15	7,640.14	7,731.29	7,689.21
<u>57,642.82</u>	<u>55,003.25</u>	<u>43,548.62</u>	<u>59,440.26</u>
(6,716.44)	20,553.95	6,634.59	(6,289.76)
	1,500.00	(1,250.00)	
<u> </u>	<u>1,500.00</u>	<u>(1,250.00)</u>	<u> </u>
<u> </u>	<u>(1,500.00)</u>	<u>1,250.00</u>	<u> </u>
<u>(6,716.44)</u>	<u>19,053.95</u>	<u>7,884.59</u>	<u>(6,289.76)</u>

<u>Feb 08</u>	<u>Mar 08</u>	<u>Apr 08</u>	<u>May 08</u>	<u>Jun 08</u>
140,643.96	226,316.40	134,095.05	192,053.66	356,721.33
140,643.96	226,316.40	134,095.05	192,053.66	356,721.33
	94.48			
1,328.80	5,535.26	6,188.23	3,013.07	17,670.83
3,403.98	698.48	15,090.10	11,327.86	27,750.51
4,732.43	4,189.99	9,357.35	14,214.59	3,802.31
8,838.95	5,014.82	13,393.64	5,832.88	4,894.45
1,499.00	(599.60)	1,798.80	299.80	
33,520.38	38,969.25	40,857.30	34,442.35	30,414.52
53,323.54	53,902.68	86,685.42	69,130.55	84,532.62
87,320.42	172,413.72	47,409.63	122,923.11	272,188.71
207.95	175.00	175.00	175.00	160.42
2,291.55	1,446.99	2,123.85	2,402.84	4,954.01
19.80	89.86	21.60	119.71	190.18
	200.00			350.00
3,200.00	3,200.00	3,200.00	3,200.00	3,200.00
200.00				180.00
3,871.84	3,021.58	3,640.07	154.05	5,722.96
8,047.61	9,756.53	7,789.53	8,052.82	9,162.47
			200.00	900.90
787.19	1,816.51	2,311.04	759.05	1,169.00
767.50	1,716.12	1,391.79	1,718.76	2,460.99
4,833.76	2,040.86	3,147.96	3,933.76	3,540.86
337.78	15.23	1,200.20	86.81	853.23
220.24	622.36	354.24	966.77	824.31
17,453.64	26,795.47	16,549.90	26,453.62	44,552.58

632.66	267.81	296.51	385.18	299.19
1,349.69	2,558.11	4,525.42		6,646.81
	750.00	1,162.18		1,250.00
		365.79	115.24	130.29
1,538.92	(1,399.47)	2,376.63	1,069.60	1,531.76
8,532.60	13,578.98	8,045.71	11,523.22	21,403.28
<u>54,292.73</u>	<u>66,651.94</u>	<u>58,677.42</u>	<u>61,316.43</u>	<u>109,483.24</u>
33,027.69	105,761.78	(11,267.79)	61,606.68	162,705.47

<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>33,027.69</u>	<u>105,761.78</u>	<u>(11,267.79)</u>	<u>61,606.68</u>	<u>162,705.47</u>

<u>Jul 08</u>	<u>Aug 08</u>	<u>Sep 08</u>	<u>Oct 08</u>
157,889.63	109,455.33	193,997.07	133,227.32
157,889.63	109,455.33	193,997.07	133,227.32
3,773.61	2,606.77	2,989.86	14,772.48
9,377.60	8,414.72	5,912.78	26,706.61
2,627.12	2,973.05	4,329.64	5,150.78
6,018.89	4,649.41	3,978.46	8,619.90
2,218.55	2,718.55	799.80	799.80
53,029.86	40,949.46	40,421.16	44,405.96
77,045.63	62,311.96	58,431.70	100,455.53
80,844.00	47,143.37	135,565.37	32,771.79
160.42	160.42	160.42	160.42
2,541.75	2,673.72	2,700.50	2,934.03
71.65	182.40	27.15	17.53
		273.00	1,666.10
3,200.00	3,200.00	3,200.00	3,200.00
		50.00	
3,446.15	3,640.74	2,679.06	3,339.11
7,832.04	7,824.19	9,221.63	8,598.70
	2,976.45		
1,510.97	3,080.88	1,559.52	2,473.59
1,888.87	3,005.83	2,415.80	1,263.00
3,350.24	3,540.86	3,540.86	3,540.86
604.76	641.33	60.47	452.04
	102.93		
951.91	925.84	998.37	772.94
21,509.32	13,077.18	23,199.76	16,223.16

424.67	497.98	355.85	314.88
2,671.11	235.03	757.25	1,145.00
591.67	504.00	40.00	
371.08		17.00	
1,432.66	1,097.88	1,096.76	1,118.03
9,473.38	6,567.32	11,639.83	7,993.64
<u>62,032.65</u>	<u>53,934.98</u>	<u>63,993.23</u>	<u>55,213.03</u>
18,811.35	(6,791.61)	71,572.14	(22,441.24)
	(1.00)		
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	(1.00)	<u> </u>	<u> </u>
<u> </u>	1.00	<u> </u>	<u> </u>
<u>18,811.35</u>	<u>(6,790.61)</u>	<u>71,572.14</u>	<u>(22,441.24)</u>

<u>Nov 08</u>	<u>Dec 08</u>	<u>Jan 09</u>	<u>Feb 09</u>	<u>Mar 09</u>
139,709.52	93,722.11	100,818.75	86,154.15	122,630.89
139,709.52	93,722.11	100,818.75	86,154.15	122,630.89
		886.42	886.42	886.42
24,481.43	4,827.45	2,674.86	2,287.59	532.92
494.77	241.54	11,320.48	4,120.78	40,124.51
2,476.41	4,713.91	1,295.58	2,425.84	1,316.81
5,668.91	4,443.66	1,647.47	2,322.99	749.35
799.80	4,027.46	497.82	497.81	
33,585.91	27,530.15	17,885.93	17,454.59	19,338.43
67,507.23	45,784.17	36,208.56	29,996.02	62,948.44
72,202.29	47,937.94	64,610.19	56,158.13	59,682.45
		859.98		
			322.67	
1,834.76	1,725.10	2,246.93	1,748.87	2,355.83
5.30	751.90	22.60	190.01	17.00
1,612.39	500.00		189.75	
3,200.00	11,024.00	3,200.00	3,200.00	3,200.00
1,000.00	60.00	50.00	1,000.00	100.00
		410.00		72.95
	518,057.00			
2,989.28	4,070.41	4,071.41	5,140.32	4,118.65
8,089.22	(9,745.68)	6,803.66	6,004.94	7,846.50
2,961.27	3,870.21	774.38	630.17	413.95
916.84	1,566.16	1,625.05	579.82	1,706.97
6,101.82	8,951.82	2,990.92	3,190.92	3,490.92
109.99	15.99	127.43	212.33	18.57
387.49	1,157.78	151.98	280.91	313.73
15,452.50	19,152.97	13,242.63	10,957.18	18,484.90

322.70	302.58	409.69	815.57	233.84
1,620.79	1,047.96	97.65		32.50
560.67	1,703.14		625.00	1,921.58
652.34	198.00		1,006.36	
1,367.93	1,576.25	1,764.48	167.66	1,529.89
8,382.58	6,455.33	6,049.13	5,169.25	9,139.52
<u>57,567.87</u>	<u>572,440.92</u>	<u>44,897.92</u>	<u>41,431.73</u>	<u>54,997.30</u>
14,634.42	(524,502.98)	19,712.27	14,726.40	4,685.15
	701.00			
		9,783.81	9,783.81	6,522.54
<u> </u>	<u>701.00</u>	<u>9,783.81</u>	<u>9,783.81</u>	<u>6,522.54</u>
<u> </u>	<u>(701.00)</u>	<u>(9,783.81)</u>	<u>(9,783.81)</u>	<u>(6,522.54)</u>
<u>14,634.42</u>	<u>(525,203.98)</u>	<u>9,928.46</u>	<u>4,942.59</u>	<u>(1,837.39)</u>

<u>Apr 09</u>	<u>May 09</u>	<u>Jun 09</u>	<u>Jul 09</u>
128,194.84	86,439.50	148,491.32	145,763.85
128,194.84	86,439.50	148,491.32	145,763.85
886.42	886.42	886.42	886.42
1,706.97	1,705.24	1,608.51	1,996.92
33,053.32	9,216.22	15,171.92	53,461.87
2,120.40	1,968.50	1,178.39	1,500.73
4,517.13	2,028.90	2,457.58	3,432.45
2,261.80	2,261.79	1,305.79	1,305.79
21,303.57	18,750.46	18,177.12	25,132.65
65,849.61	36,817.53	40,785.73	87,716.83
62,345.23	49,621.97	107,705.59	58,047.02
		6,344.12	
2,148.70	2,158.87	2,422.71	2,526.52
26.15	18.71		287.50
3,200.00	3,200.00	3,200.00	7,181.00
			250.00
			72.95
3,661.24	2,806.63	3,848.61	4,635.03
7,220.30	7,420.55	8,048.81	7,328.18
	250.00	400.00	
1,389.56	1,591.79	1,231.33	2,359.12
1,921.16	1,689.92	2,079.21	2,143.76
2,237.87	3,505.92	3,490.92	3,490.92
199.97	174.79	596.32	66.08
311.52	98.60	340.19	319.84
15,880.40	10,998.84	17,848.93	28,293.88

229.59	324.66	244.14	297.20
(32.50)			90.44
	500.00		
	583.34	1,428.58	
1,304.10	1,283.19	(203.38)	896.20
7,691.69	8,993.80	8,993.80	8,993.80
<u>47,389.75</u>	<u>45,599.61</u>	<u>60,314.29</u>	<u>69,232.42</u>
14,955.48	4,022.36	47,391.30	(11,185.40)
12,687.26		2,175.30	2,200.43
(388.71)			
	58,799.76	15,144.46	164.05
<u>12,298.55</u>	<u>58,799.76</u>	<u>17,319.76</u>	<u>2,364.48</u>
(12,298.55)	(58,799.76)	(17,319.76)	(2,364.48)
<u><u>2,656.93</u></u>	<u><u>(54,777.40)</u></u>	<u><u>30,071.54</u></u>	<u><u>(13,549.88)</u></u>

<u>Aug 09</u>	<u>Sep 09</u>	<u>Oct 09</u>	<u>Nov 09</u>	<u>Dec 09</u>
92,306.54	100,539.88	96,961.57	107,694.06	158,106.53
92,306.54	100,539.88	96,961.57	107,694.06	158,106.53
886.42	886.42	886.42	886.42	886.42
12,106.38	3,490.90	4,418.02	2,527.82	7,514.40
32,669.30	13,254.96	8,626.05	4,814.74	27,030.66
2,955.18	4,764.84	3,021.15	2,783.82	511.08
3,022.14	1,678.94	4,090.71	4,779.51	2,434.63
1,305.78	1,305.79	1,305.79	1,305.78	1,317.97
21,329.72	19,870.41	21,509.14	19,926.51	20,729.45
74,274.92	45,252.26	43,857.28	37,024.60	60,424.61
18,031.62	55,287.62	53,104.29	70,669.46	97,681.92
1,459.43				2,024.18
				129.00
3,509.68	1,837.47	3,130.73	2,916.63	2,181.21
	7,213.38			128,280.25
23.00	56.20	211.99	64.24	57.00
				200.00
3,981.00	3,981.00	3,981.00	3,981.00	68,257.00
	700.00	400.00		
5,954.71	4,718.61	2,691.24	2,330.29	2,085.93
7,625.68	10,399.20	9,149.59	9,685.90	19,094.95
	153.96		3,549.03	
1,646.43	1,371.75	5,161.73	5,317.85	2,621.06
2,654.48	2,124.04	3,253.35	3,404.55	3,876.00
4,090.92	6,090.92	6,172.02	206.05	4,377.97
639.69	79.93	188.45	81.56	526.91
1,331.32	670.68	50.93	642.12	2,089.55
20,998.24	26,203.02	24,006.38	18,589.86	22,105.09

510.40	465.79	650.37	249.20	261.79
	2,660.66	(2,496.60)	210.40	358.60
		250.00	(193.53)	1,500.00

1,689.08	736.58	1,337.28	1,639.29	824.52
8,993.80	8,993.80	8,993.80	8,993.80	8,993.80
<u>65,107.86</u>	<u>78,456.99</u>	<u>67,132.26</u>	<u>61,668.24</u>	<u>269,844.81</u>
(47,076.24)	(23,169.37)	(14,027.97)	9,001.22	(172,162.89)

386.10

7,564.40		507.82	678.95	36,157.85
			2,496.79	

<u>7,950.50</u>	<u></u>	<u>507.82</u>	<u>3,175.74</u>	<u>36,157.85</u>
(7,950.50)		(507.82)	(3,175.74)	(36,157.85)
<u>(55,026.74)</u>	<u>(23,169.37)</u>	<u>(14,535.79)</u>	<u>5,825.48</u>	<u>(208,320.74)</u>

<u>Jan 10</u>	<u>Feb 10</u>	<u>Mar 10</u>	<u>Apr 10</u>
86,026.55	150,410.64	133,869.45	92,964.44
86,026.55	150,410.64	133,869.45	92,964.44
1,598.52	5,440.95	2,144.89	5,508.31
14,748.73	24,808.08	23,052.43	4,307.23
4,394.36	2,533.62	2,489.27	2,666.28
1,233.03	4,899.91	4,031.28	2,405.69
1,317.97	1,317.95	1,317.97	1,317.97
23,541.24	18,730.96	20,622.08	21,866.57
46,833.85	57,731.47	53,657.92	38,072.05
39,192.70	92,679.17	80,211.53	54,892.39
2,154.13	2,494.13	2,010.66	1,358.17
287.84		108.25	16,468.34
72.40	252.83	62.00	62.00
4,504.00	4,504.00	4,504.00	4,504.00
	585.00		
2,239.48	3,285.28	2,862.70	1,443.32
9,170.91	9,118.14	9,649.87	9,538.88
	1,467.86		1,610.46
2,283.14	742.90	2,297.36	823.65
3,155.63	2,274.70	2,453.18	1,465.84
4,363.05	6,966.35	4,363.05	4,390.00
105.61	517.12	598.39	59.92
	27.51		
825.17	181.89	1,179.10	39.10
13,517.30	22,494.66	18,276.92	6,165.33

208.34	336.11	415.48	244.59
15.84		1,269.51	275.10
250.00			
500.00	750.00	750.00	750.00
505.66	2,066.52		580.72
1,209.74	1,653.52	1,269.43	1,079.78
8,750.00	8,750.00	8,750.00	8,750.00
<u>54,118.24</u>	<u>68,468.52</u>	<u>60,819.90</u>	<u>59,609.20</u>
(14,925.54)	24,210.65	19,391.63	(4,716.81)
		2,282.00	
<u> </u>	<u> </u>	<u>2,282.00</u>	<u> </u>
<u> </u>	<u> </u>	<u>(2,282.00)</u>	<u> </u>
<u>(14,925.54)</u>	<u>24,210.65</u>	<u>17,109.63</u>	<u>(4,716.81)</u>

<u>May 10</u>	<u>Jun 10</u>	<u>Jul 10</u>	<u>Aug 10</u>	<u>Sep 10</u>
109,881.41	108,685.64	100,872.10	100,378.06	134,356.29
109,881.41	108,685.64	100,872.10	100,378.06	134,356.29
	3,504.00	584.00	584.00	584.00
2,094.70	1,913.73	4,960.62	3,180.09	1,137.48
14,531.35	36,907.42	23,167.76	26,257.20	7,652.57
1,354.57	2,469.08	2,294.69	1,063.00	1,357.31
3,318.03	3,331.12	2,873.04	3,079.38	1,936.61
1,317.95	1,317.96	1,317.96	1,317.96	1,317.96
22,651.84	22,661.77	21,566.33	18,170.50	21,913.40
45,268.44	72,105.08	56,764.40	53,652.13	35,899.33
64,612.97	36,580.56	44,107.70	46,725.93	98,456.96
	7,753.00	62.32	62.32	62.32
3,794.10	1,330.99	2,867.33	2,019.22	1,894.27
			8,699.76	2,518.06
45.00	83.30	108.91	66.55	62.00
260.00	1,560.00			850.00
4,504.00	4,504.00	13,059.02	13,059.02	13,059.02
	2,500.00	500.00	1,500.00	
4,063.19	4,166.68	3,976.46	1,912.66	2,938.52
5,899.46	12,907.87	8,856.36	8,856.36	8,781.43
250.00	106.29		2,755.97	
1,758.66	2,000.72	1,250.29	2,337.54	1,562.50
3,183.25	2,616.66	2,495.64	2,015.35	2,995.90
1,060.82	4,363.05	4,363.05	4,363.05	4,363.05
179.62	109.42	59.92	997.79	109.42
26.95				26.95
	579.53	1,366.27	1,019.15	1,424.62
13,914.29	15,157.28	10,148.43	9,704.85	14,432.78

252.32	305.64	234.93	181.94	231.21
306.22				792.00
				246.00
500.00	1,000.00	1,250.58	750.00	750.00
1,980.00		1,930.88	1,628.14	1,002.74
960.92	1,273.14	1,078.23	1,425.17	1,149.98
8,750.00	8,750.00	8,750.00	8,750.00	8,750.00
<u>51,688.80</u>	<u>71,067.57</u>	<u>62,358.62</u>	<u>72,104.84</u>	<u>68,002.77</u>
12,924.17	(34,487.01)	(18,250.92)	(25,378.91)	30,454.19
	20,190.01	516.60	4,295.50	1,281.26
<u> </u>	<u>20,190.01</u>	<u>516.60</u>	<u>4,295.50</u>	<u>1,281.26</u>
<u> </u>	<u>(20,190.01)</u>	<u>(516.60)</u>	<u>(4,295.50)</u>	<u>(1,281.26)</u>
<u>12,924.17</u>	<u>(54,677.02)</u>	<u>(18,767.52)</u>	<u>(29,674.41)</u>	<u>29,172.93</u>

<u>Oct 10</u>	<u>Nov 10</u>	<u>Dec 10</u>	<u>Jan 11</u>
		104,004.27	
100,107.11	73,571.23	6,701.11	67,841.90
100,107.11	73,571.23	110,705.38	67,841.90
584.00	584.00	584.00	614.18
2,643.56	2,734.52	5,124.56	4,842.32
8,341.99	9,424.72	2,558.76	1,554.25
			13.00
3,555.64	922.92	1,374.30	1,641.97
4,951.28	1,538.43	1,624.31	1,491.06
1,317.96	1,317.96	1,317.96	1,317.96
24,330.59	20,217.00	23,410.37	22,121.65
45,725.02	36,739.55	35,994.26	33,596.39
54,382.09	36,831.68	74,711.12	34,245.51
3,820.52	62.16	62.16	
		272.73	886.30
2,046.63	2,032.11	2,246.31	2,231.20
	2,682.42		339.14
237.00	228.36	62.00	
1,530.00			
13,059.02	13,059.02		3,962.83
			175.00
2,566.29	3,477.40	2,857.58	2,036.50
11,101.95	9,085.08	7,735.33	1,052.48
1,135.12		865.69	
3,009.26	4,639.25	1,055.43	314.01
2,407.13	2,596.15	1,218.11	2,990.16
4,363.05	4,363.05	7,290.70	6,163.05
519.69	279.90	149.91	209.72
26.95	26.95	26.95	26.95
1,537.67	589.40	690.72	718.72
11,290.44	15,380.63	1,932.42	12,188.26

158.06	229.05	354.03	343.36
60.00	689.80	627.78	1,337.73
750.00	3,167.00	5,084.00	1,000.00
806.54			525.50
1,312.49	1,107.66	1,088.34	1,814.43
8,750.00	8,750.00	8,750.00	10,000.00
<u>70,487.81</u>	<u>72,445.39</u>	<u>42,370.19</u>	<u>48,315.34</u>
(16,105.72)	(35,613.71)	32,340.93	(14,069.83)
8,883.56	138.00		1,138.50
2,744.95			
<u>11,628.51</u>	<u>138.00</u>	<u></u>	<u>67,597.29</u>
(11,628.51)	(138.00)		(68,735.79)
<u>(27,734.23)</u>	<u>(35,751.71)</u>	<u>32,340.93</u>	<u>(82,805.62)</u>

Feb 11	Mar 11	Apr 11	May 11	Jun 11
<u>89,588.80</u>	<u>95,393.15</u>	<u>79,414.73</u>	<u>125,672.06</u>	<u>73,642.19</u>
89,588.80	95,393.15	79,414.73	125,672.06	73,642.19
759.13	590.07	590.00	537.63	590.07
3,389.16	2,251.18	4,392.03	3,338.69	2,906.78
3,642.17	2,082.75	2,628.30	2,772.54	5,339.28
7,260.02		40.70	14,274.92	364.00
1,996.98	1,780.74	705.52	517.23	1,376.25
4,311.22	3,005.89	3,288.23	5,148.76	3,404.78
1,317.99	893.80	893.80	893.80	893.80
<u>15,370.47</u>	<u>18,268.89</u>	<u>15,852.32</u>	<u>13,372.88</u>	<u>15,424.59</u>
<u>38,047.14</u>	<u>28,873.32</u>	<u>28,390.90</u>	<u>40,856.45</u>	<u>30,299.55</u>
51,541.66	66,519.83	51,023.83	84,815.61	43,342.64
307.93	485.18		362.14	
2,254.44	1,766.85	1,983.92	1,566.03	1,239.28
411.65	476.97	397.08	628.36	457.23
				412.00
3,962.83	3,962.83	3,962.83	3,962.83	3,962.83
	150.00			
418.00				83.00
5,216.74	6,151.81	4,062.71	4,783.40	4,504.18
914.99	40.47	1,685.50	1,084.11	1,170.16
	1,219.53			
				150.00
1,417.60	2,623.53	1,550.76	1,776.94	1,765.50
2,662.11	1,360.49	2,242.17	2,256.77	4,359.70
6,604.37	6,118.38	7,386.86	6,510.50	6,510.50
563.50	104.86	318.14	20.00	63.84
26.95		1,000.18		931.18
425.44	903.71	575.22	1,548.84	1,358.03
15,353.96	18,469.30	14,118.40	9,140.06	18,189.30

366.11	299.70	519.45	153.95	103.12
2,023.85	572.00	6,977.17	1,315.10	3,020.39
1,000.00	1,000.00	1,000.00	1,000.00	3,845.20
2,399.95	209.51	312.86	470.80	811.75
				4,171.33
800.23	867.12	2,638.04	1,997.78	2,693.36
10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<u>57,130.65</u>	<u>56,782.24</u>	<u>60,731.29</u>	<u>48,577.61</u>	<u>69,801.88</u>
(5,588.99)	9,737.59	(9,707.46)	36,238.00	(26,459.24)
328.75	250.00		3,737.57	2,823.50
	900.00			
<u>328.75</u>	<u>1,150.00</u>	<u></u>	<u>3,737.57</u>	<u>2,823.50</u>
(328.75)	(1,150.00)		(3,737.57)	(2,823.50)
<u>(5,917.74)</u>	<u>8,587.59</u>	<u>(9,707.46)</u>	<u>32,500.43</u>	<u>(29,282.74)</u>

<u>Jul 11</u>	<u>Aug 11</u>	<u>Sep 11</u>	<u>Oct 11</u>
76,622.43	63,659.38	65,481.19	44,596.53
76,622.43	63,659.38	65,481.19	44,596.53
590.07	590.07		590.07
4,706.72	4,311.67	4,150.42	1,948.55
7,456.57	5,162.02	18,955.41	10,804.72
296.04	614.20		113.68
466.48	2,482.05	1,124.67	2,524.30
1,452.64	4,255.47	3,125.13	3,908.24
893.78	893.80	893.80	893.80
14,409.17	12,222.46	14,170.08	12,173.76
30,271.47	30,531.74	42,419.51	32,957.12
46,350.96	33,127.64	23,061.68	11,639.41
2,350.07	2,785.88	1,796.76	2,166.04
383.11	325.38	4,594.18	3,160.79
3,962.83	3,962.83	3,962.83	3,962.83
	(61.74)	(0.01)	
83.00			
4,023.52	3,891.15	2,822.32	2,326.50
502.62	383.37	266.11	369.57
1,696.78	2,294.85	1,641.98	1,395.15
3,929.91	2,577.59	2,320.02	1,497.38
6,510.50	6,593.10	6,591.87	6,510.50
59.85	260.58	1,155.11	39.90
12.94	12.82	12.82	12.82
2,977.75	891.00	97.24	536.39
16,504.91	12,656.19	13,490.28	11,346.72

218.11	123.39	165.30	122.16
6,729.20	3,415.35	2,476.54	1,940.44
3,500.00	6,388.75	1,000.00	1,316.00
	1,583.58	273.29	692.85
(0.09)			
1,701.65	2,882.39	2,046.41	2,183.92
10,000.00	10,000.00	10,000.00	10,000.00
<u>65,146.66</u>	<u>60,966.46</u>	<u>54,713.05</u>	<u>49,579.96</u>
(18,795.70)	(27,838.82)	(31,651.37)	(37,940.55)
8.00		1,605.19	1,406.00
			(508.00)
<u>8.00</u>		<u>1,605.19</u>	<u>898.00</u>
(8.00)		(1,605.19)	(898.00)
<u>(18,803.70)</u>	<u>(27,838.82)</u>	<u>(33,256.56)</u>	<u>(38,838.55)</u>

<u>Nov 11</u>	<u>Dec 11</u>	<u>Jan 12</u>	<u>Feb 12</u>	<u>Mar 12</u>
<u>36,275.86</u>	<u>65,926.54</u>	<u>40,335.92</u>	<u>44,787.89</u>	<u>22,643.66</u>
36,275.86	65,926.54	40,335.92	44,787.89	22,643.66
590.07	1,183.04			
2,820.72	6,530.28	1,363.86	3,319.68	1,761.34
1,256.19	14,404.81	1,939.47	2,019.78	2,377.24
	425.53	51.95	111.37	
691.79	867.60	113.52	314.59	
1,272.82	632.91	578.11	2,949.17	138.72
893.80	2,223.83	1,616.55	1,616.55	1,616.55
<u>12,861.71</u>	<u>18,281.52</u>	<u>12,997.17</u>	<u>13,284.59</u>	<u>10,217.68</u>
<u>20,387.10</u>	<u>44,549.52</u>	<u>18,660.63</u>	<u>23,615.73</u>	<u>16,111.53</u>
15,888.76	21,377.02	21,675.29	21,172.16	6,532.13
		133.33		
2,345.18	2,333.88	3,039.17	5,300.30	1,545.52
2,539.32	4,616.34	2,823.51	3,135.13	226.44
	835.70			370.75
3,962.83	2,188.84	3,962.83	3,962.83	3,962.83
(1,770.28)		(663.26)		
530.00	600.00	67.25	200.00	
2,652.16	3,515.38	3,177.78	3,457.38	3,521.48
480.56	4,555.44	450.10	504.92	423.58
1,021.55	91.00		120.27	
1,586.83	5,775.10	1,251.45	1,503.01	3,052.73
3,491.52	3,590.11	2,758.37	2,648.33	2,778.92
6,510.50	6,591.87	7,810.53	7,810.53	9,596.35
360.14	59.85	59.85	156.36	59.85
12.82	12.82			12.82
1,734.21	3,521.47	1,112.87	1,010.84	1,014.01
13,246.63	14,034.18	13,201.70	12,209.81	10,480.60

116.45	119.69	201.87	162.86	65.00
508.63	141.09	4,820.75	370.12	341.89
1,216.35	1,000.00	1,000.00	1,271.25	1,000.00
			150.76	55.00
773.25	962.13	370.70		412.63
	(43.00)		(394.68)	(392.36)
2,328.23	2,544.57	2,420.01	2,152.87	2,148.18
10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<u>53,646.88</u>	<u>67,046.46</u>	<u>57,998.81</u>	<u>55,732.89</u>	<u>50,676.22</u>
(37,758.12)	(45,669.44)	(36,323.52)	(34,560.73)	(44,144.09)

				700.00
<u> </u>	<u>18,750.00</u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u>18,750.00</u>	<u> </u>	<u> </u>	<u>700.00</u>
<u> </u>	<u>(18,750.00)</u>	<u> </u>	<u> </u>	<u>(700.00)</u>
<u>(37,758.12)</u>	<u>(64,419.44)</u>	<u>(36,323.52)</u>	<u>(34,560.73)</u>	<u>(44,844.09)</u>

<u>Apr 12</u>	<u>May 12</u>	<u>Jun 12</u>	<u>Jul 12</u>
51,690.97	66,501.18	75,055.56	40,118.99
51,690.97	66,501.18	75,055.56	40,118.99
3,313.85	3,495.41	3,260.39	4,875.81
3,427.14	4,207.12	4,356.30	3,775.67
3,296.70	3,582.19	1,269.34	2,876.69
1,369.99	3,634.80	5,159.27	2,612.97
1,616.55	1,616.55	1,616.55	1,616.55
14,447.91	25,513.76	25,702.72	23,130.79
27,472.14	42,049.83	41,364.57	38,888.48
24,218.83	24,451.35	33,690.99	1,230.51
1,784.34	1,502.01	4,489.60	2,320.46
528.02	665.01	750.56	401.71
	1,179.75	2,101.88	
3,962.83	3,962.83	3,962.83	4,139.59
	100.00		1,300.00
3,017.44	2,294.18	1,131.71	1,666.34
1,198.61	610.39	508.16	401.44
21.65		604.33	178.04
666.22	1,461.99	595.64	1,147.01
1,472.65	1,522.21	2,187.67	2,173.12
7,725.95	7,895.11	7,811.80	7,810.53
236.58		242.16	978.12
265.11	2,067.47	105.72	385.87
10,643.79	16,468.00	11,256.72	12,897.41

115.32	85.30	191.31	123.19
1,417.89	1,238.08	321.07	395.27
2,600.00	1,000.00	1,426.25	1,000.00
55.00		114.10	
423.78	1,862.75	1,148.38	115.00
(95.00)	(477.92)	(247.57)	(415.03)
2,323.05	1,777.84	2,717.87	2,123.00
10,000.00	10,000.00	10,000.00	10,000.00
<u>48,363.23</u>	<u>55,215.00</u>	<u>51,420.19</u>	<u>49,141.07</u>
(24,144.40)	(30,763.65)	(17,729.20)	(47,910.56)
<u><u>(24,144.40)</u></u>	<u><u>(30,763.65)</u></u>	<u><u>(17,729.20)</u></u>	<u><u>(47,910.56)</u></u>

<u>Aug 12</u>	<u>Sep 12</u>	<u>Oct 12</u>	<u>Nov 12</u>	<u>Dec 12</u>
51,314.84	62,930.95	72,289.63	56,933.29	59,691.54
51,314.84	62,930.95	72,289.63	56,933.29	59,691.54
1,928.72	703.02	2,548.39	3,788.85	(414.08)
25.78	2,738.59	2,300.00	(1,524.76)	5,550.06
1,166.13	1,166.32	1,200.00	893.07	607.73
1,356.19	2,021.02	2,251.29	6,186.87	1,449.32
1,616.55	1,774.45	1,616.55	1,616.55	1,616.55
23,604.31	17,751.17	25,398.53	24,678.37	27,588.38
29,697.68	26,154.57	35,314.76	35,638.95	36,397.96
21,617.16	36,776.38	36,974.87	21,294.34	23,293.58
2,983.02	2,369.15	1,509.15	2,774.06	1,744.87
513.15	629.29	722.90	569.33	4,721.50
	623.30	313.10		
4,139.59	4,139.59	4,139.59	4,139.59	7,054.51
3,397.29	2,734.36	3,512.24	3,493.62	1,171.21
309.14	371.96	300.00	(300.00)	(4,949.58)
	925.00			
1,536.02	1,222.42	554.23	4,618.18	484.72
3,056.40	1,393.60	1,850.50	1,937.89	2,339.61
7,811.80	7,810.53	7,810.53	7,641.37	7,725.95
693.28	479.68	450.00	(405.76)	80.07
20,028.66	20,850.43	22,047.37	16,494.39	21,471.72

173.58	117.29	176.30	231.80	157.70
764.50	107.48	102.74	928.65	625.10
1,000.00	750.00	750.00	750.00	750.00
		55.00		
1,167.40	1,820.09	621.02	(450.00)	
	557.03	(745.28)		(267.41)
572.02	1,909.64	3,454.63	592.15	2,084.52
10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<u>58,145.85</u>	<u>58,810.84</u>	<u>57,624.02</u>	<u>53,015.27</u>	<u>55,194.49</u>
(36,528.69)	(22,034.46)	(20,649.15)	(31,720.93)	(31,900.91)

<u><u>(36,528.69)</u></u>	<u><u>(22,034.46)</u></u>	<u><u>(20,649.15)</u></u>	<u><u>(31,720.93)</u></u>	<u><u>(31,900.91)</u></u>
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<u>13,614.85</u>	<u> </u>	<u> </u>	<u> </u>
<u>10,225.78</u>	<u> </u>	<u> </u>	<u> </u>

<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>10,225.78</u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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Accrual Basis

Oct 13	Nov 13	Dec 13	TOTAL
			104,004.27
			#####
			#####
			33,659.32
			415,334.68
			783,937.38
			23,565.41
			238,330.60
			414,157.37
			81,867.37
			#####
			#####
			#####
			859.98
			21,712.53
			9,654.73
			186,060.56
			200,274.40
			5,326.93
			15,027.72
			419,150.63
			11,190.00
			(2,495.29)
			3,884.10
			518,057.00
			255,978.66
			545,179.69
			1,219.53
			25,571.25
			158,670.93
			157,055.75
			458,683.50
			23,258.45
			6,936.30
			60,054.75
			#####

			19,554.78
			143,682.67
			4,230.21
			74,286.61
			429.86
			39,900.93
			1,650.02
			111,646.22
			769,200.50
=====	=====	=====	#####
=====	=====	=====	(677,018.35)
			17,449.09
			(388.71)
			169,887.13
			31,331.90
			1,092.00
			86,347.29
=====	=====	=====	305,718.70
=====	=====	=====	(305,718.70)
=====	=====	=====	(982,737.05)
=====	=====	=====	

IVIZE Services, Inc. - Charlotte

Profit & Loss

January 2006 through December 2013

	<u>Jan - Dec 06</u>	<u>Jan - Dec 07</u>
Ordinary Income/Expense		
Income		
Other Income		
Uncategorized Income		
4000 · Sales	1,230,342.17	1,501,504.16
Total Income	1,230,342.17	1,501,504.16
Cost of Goods Sold		
5100 · Equipment Leases	1,983.39	6,712.01
5110 · Equipment Maintenance	78,327.84	90,570.91
5120 · Outsourced Services	1,782.30	93,985.62
5130 · Produced at SDG		
5140 · Paper	47,680.37	44,949.24
5150 · Production Supplies	107,547.08	96,793.72
5160 · Software Licenses	1,935.32	2,622.19
5200 · Production Payroll	268,547.65	420,813.57
Total COGS	507,803.95	756,447.26
Gross Profit	722,538.22	745,056.90
Expense		
Bank Audit Fee		
HPC Loan Fees		
Uncategorized Expense		
6010 · Advertising	2,145.10	3,075.30
6020 · Automobile Expense	17,895.13	27,357.88
6030 · Bad Debt		
6040 · Bank Service Charges	702.05	773.30
6060 · Contract Labor		
6090 · Depreciation	38,400.00	30,196.53
6210 · Donations		150.00
6220 · Discounts		
6230 · Dues & Subscriptions		586.95
6290 · Impairment of Goodwill		
6300 · Insurance	24,729.92	32,202.82
6400 · Interest Expense	117,237.82	114,378.73
6510 · Leadership Meetings		
6520 · Licenses and Misc.Taxes	2,002.03	3,835.65
6530 · Marketing	14,230.95	26,338.07
6580 · Meals/Entertainment-Non Travel	2,694.66	18,841.16
6600 · Office Expenses	68,875.03	59,750.07
6640 · Office Equip & Software	3,344.27	3,966.87
6650 · Office Equipment Rental	2,409.18	386.81
6660 · Office Supplies	4,144.68	8,559.24
6700 · Payroll - Non-Production	140,814.96	192,733.37

6800 · Payroll Service	286.79	2,485.40
6810 · Postage and Delivery	38,789.77	30,836.04
6820 · Professional Development		1,677.74
6830 · Professional Fees	840.33	9,354.49
6880 · Recruiting		
6900 · Travel	3,832.78	4,633.72
6950 · Sales Tax Expense		
6960 · Telecommunications	7,798.45	14,256.97
6999 · Management Fees	98,365.42	104,550.01
Total Expense	589,539.32	690,927.12
Net Ordinary Income	132,998.90	54,129.78
Other Income/Expense		
Other Expense		
Pre-2009 A/R write-off		
Pre-Acquisition A/R write-off		
7030 · Other Expense		1,285.40
7050 · Transaction Fees Azalea Purch		
7070 · State Income Tax Expense		
7090 · Bonus-Retention Program		
Total Other Expense		1,285.40
Net Other Income		(1,285.40)
Net Income	132,998.90	52,844.38

<u>Jan - Dec 08</u>	<u>Jan - Dec 09</u>	<u>Jan - Dec 10</u>	<u>Jan - Dec 11</u>	<u>Jan - Dec 12</u>
		104,004.27		
<u>1,998,221.81</u>	<u>1,374,101.88</u>	<u>1,197,824.03</u>	<u>884,114.76</u>	<u>644,294.42</u>
1,998,221.81	1,374,101.88	1,301,828.30	884,114.76	644,294.42
94.48	10,637.04	7,008.00	7,224.40	
89,849.71	42,570.53	38,481.93	45,588.52	29,945.24
132,295.01	252,864.81	195,758.24	76,059.01	31,192.39
			23,402.09	163.32
60,721.77	25,842.32	26,475.04	16,175.58	16,486.28
76,427.79	33,161.80	35,222.11	35,297.15	29,707.72
14,361.96	14,671.91	15,815.53	12,903.96	19,556.50
<u>452,600.24</u>	<u>241,407.98</u>	<u>259,682.65</u>	<u>184,529.50</u>	<u>244,315.38</u>
<u>826,350.96</u>	<u>621,156.39</u>	<u>578,443.50</u>	<u>401,180.21</u>	<u>371,366.83</u>
1,171,870.85	752,945.49	723,384.80	482,934.55	272,927.59
	859.98			
	9,827.73	11,884.80		
1,535.05	451.67	272.73	2,041.55	133.33
29,194.17	29,184.15	26,248.05	24,819.53	31,361.65
	135,493.63	30,764.67	18,329.55	15,686.55
1,534.83	974.40	1,342.35		
4,601.49	389.75	4,200.00	1,247.70	4,588.78
46,224.00	110,562.00	92,319.10	45,779.97	51,529.44
2,490.00	2,500.00	4,500.00	150.00	1,400.00
			(1,832.03)	(663.26)
	555.90	585.00	1,889.00	267.25
518,057.00				
38,632.29	46,062.67	35,789.56	45,986.37	32,575.03
83,899.14	106,628.26	110,701.64	12,505.38	(171.28)
			1,219.53	
4,077.35	4,352.99	8,191.39	1,262.55	1,849.29
27,899.44	24,509.12	23,760.70	23,839.03	18,093.62
20,186.88	27,058.31	28,877.54	33,277.93	26,119.27
50,571.62	43,336.27	54,612.27	78,602.00	95,260.98
4,400.16	2,912.03	3,686.71	3,215.49	1,732.92
102.93		162.26	2,062.30	12.82
8,769.66	6,601.37	9,432.62	15,288.02	7,259.16
256,261.68	227,609.35	152,415.33	168,738.19	188,050.60

4,486.34	4,692.24	3,151.70	2,650.79	1,801.52
27,208.43	921.15	4,036.25	30,457.49	11,433.54
	2,056.47	496.00		
6,967.91	4,558.50	16,001.58	23,266.30	13,297.50
				429.86
3,419.65	1,006.36	10,501.20	9,015.47	7,491.75
			4,128.24	(2,478.22)
13,239.60	12,968.89	14,608.40	24,498.13	24,275.78
121,285.08	99,999.99	105,000.00	120,000.00	120,000.00
<u>1,275,044.70</u>	<u>906,073.18</u>	<u>753,541.85</u>	<u>692,438.48</u>	<u>651,337.88</u>
(103,173.85)	(153,127.69)	(30,157.05)	(209,503.93)	(378,410.29)
	17,449.09			
	(388.71)			
700.00	119,017.29	37,586.93	11,297.51	
	28,586.95	2,744.95		
			392.00	700.00
			86,347.29	
<u>700.00</u>	<u>164,664.62</u>	<u>40,331.88</u>	<u>98,036.80</u>	<u>700.00</u>
(700.00)	(164,664.62)	(40,331.88)	(98,036.80)	(700.00)
<u>(103,873.85)</u>	<u>(317,792.31)</u>	<u>(70,488.93)</u>	<u>(307,540.73)</u>	<u>(379,110.29)</u>

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Accrual Basis

<u>Jan - Dec 13</u>	<u>TOTAL</u>
	104,004.27
23,840.63	8,854,243.86
<u>23,840.63</u>	<u>8,958,248.13</u>
	33,659.32
	415,334.68
	783,937.38
	23,565.41
	238,330.60
	414,157.37
	81,867.37
	<u>2,071,896.97</u>
	<u>4,062,749.10</u>
<u>23,840.63</u>	<u>4,895,499.03</u>
	859.98
	21,712.53
	9,654.73
	186,060.56
	200,274.40
	5,326.93
	15,027.72
4,139.59	419,150.63
	11,190.00
	(2,495.29)
	3,884.10
	518,057.00
	255,978.66
	545,179.69
	1,219.53
	25,571.25
	158,670.93
	157,055.75
7,675.26	458,683.50
	23,258.45
1,800.00	6,936.30
	60,054.75
	1,326,623.48

	19,554.78
	143,682.67
	4,230.21
	74,286.61
	429.86
	39,900.93
	1,650.02
	111,646.22
	769,200.50
<u>13,614.85</u>	<u>5,572,517.38</u>
10,225.78	(677,018.35)

	17,449.09
	(388.71)
	169,887.13
	31,331.90
	1,092.00
	86,347.29
<u> </u>	<u>305,718.70</u>
<u> </u>	<u>(305,718.70)</u>
<u>10,225.78</u>	<u>(982,737.05)</u>